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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

vs.

MAM WEALTH MANAGEMENT, LLC;
MAMW REAL ESTATE FUND
GENERAL PARTNER, LLC; ALEX
MARTINEZ; and RAPHAEL SANCHEZ,

Defendants.

Case No. CV 11-2934 SJO (JCx)

**CONSENT OF DEFENDANT
MAMW REAL ESTATE FUND
GENERAL PARTNER, LLC TO
JUDGMENT OF PERMANENT
INJUNCTION AND OTHER
RELIEF**

1 1. Defendant MAMW Real Estate Fund General Partner, LLC
2 ("Defendant") acknowledges having been served with the Complaint in this action,
3 enters a general appearance, and admits the Court's jurisdiction over Defendant
4 and over the subject matter of this action.

5 2. Without admitting or denying the allegations of the Complaint (except
6 as to personal and subject matter jurisdiction, which Defendant admits), Defendant
7 hereby consents to the entry of the Judgment of Permanent Injunction and Other
8 Relief in the form attached hereto ("Judgment") and incorporated by reference
9 herein, which, among other things:

10 (a) permanently restrains and enjoins Defendant from violations of
11 Section 17(a) of the Securities Act of 1933 (the "Securities
12 Act"), 15 U.S.C. § 77q(a); and Section 10(b) of the Securities
13 Exchange Act of 1934 (the "Exchange Act"), 15 U.S.C. §
14 78j(b), and Rule 10b-5 thereunder, 17 C.F.R. § 240.10b-5;

15 (b) orders Defendant to pay disgorgement and prejudgment interest
16 thereon, and a civil penalty, in amounts to be determined at a
17 later date.

18 3. Defendant agrees that the Court shall order disgorgement of ill-gotten
19 gains, prejudgment interest thereon, and a civil penalty pursuant to Section 20(d)
20 of the Securities Act, 15 U.S.C. § 77t(d), and Section 21(d)(3) of the Exchange
21 Act, 15 U.S.C. § 78u(d)(3). Defendant further agrees that the amounts of
22 disgorgement and civil penalty shall be determined by the Court upon motion of
23 the Commission, and that prejudgment interest shall be calculated from April 1,
24 2009, based on the rate of interest used by the Internal Revenue Service for the
25 underpayment of federal income tax as set forth in 26 U.S.C. § 6621(a)(2).

26 Defendant further agrees that in connection with the Commission's motion for
27 disgorgement and/or civil penalties, and at any hearing held on such a motion: (a)
28 Defendant will be precluded from arguing that it did not violate the federal

1 securities laws as alleged in the Complaint; (b) Defendant may not challenge the
2 validity of this Consent or the Judgment; (c) solely for the purposes of such
3 motion, the allegations of the Complaint shall be accepted as and deemed true by
4 the Court; and (d) the Court may determine the issues raised in the motion on the
5 basis of affidavits, declarations, excerpts of sworn deposition or investigative
6 testimony, and documentary evidence, without regard to the standards for
7 summary judgment contained in Rule 56(c) of the Federal Rules of Civil
8 Procedure. In connection with the Commission's motion for disgorgement and/or
9 civil penalties, the parties may take discovery, including discovery from
10 appropriate non-parties.

11 4. Defendant waives the entry of findings of fact and conclusions of law
12 pursuant to Rule 52 of the Federal Rules of Civil Procedure.

13 5. Defendant waives the right, if any, to a jury trial and to appeal from
14 the entry of the Judgment.

15 6. Defendant enters into this Consent voluntarily and represents that no
16 threats, offers, promises, or inducements of any kind have been made by the
17 Commission or any member, officer, employee, agent, or representative of the
18 Commission to induce Defendant to enter into this Consent.

19 7. Defendant agrees that this Consent shall be incorporated into the
20 Judgment with the same force and effect as if fully set forth therein.

21 8. Defendant will not oppose the enforcement of the Judgment on the
22 ground, if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of
23 Civil Procedure, and hereby waives any objection based thereon.

24 9. Defendant waives service of the Judgment and agrees that entry of the
25 Judgment by the Court and filing with the Clerk of the Court will constitute notice
26 to Defendant of its terms and conditions. Defendant further agrees to provide
27 counsel for the Commission, within thirty (30) days after the Judgment is filed
28 with the Clerk of the Court, with an affidavit or declaration stating that it has

1 received and read a copy of the Judgment.

2 10. Consistent with 17 C.F.R. § 202.5(f), this Consent resolves only the
3 claims asserted against Defendant in this civil proceeding. Defendant
4 acknowledges that no promise or representation has been made by the Commission
5 or any member, officer, employee, agent, or representative of the Commission with
6 regard to any criminal liability that may have arisen or may arise from the facts
7 underlying this action or immunity from any such criminal liability. Defendant
8 waives any claim of Double Jeopardy based upon the settlement of this proceeding,
9 including the imposition of any remedy or civil penalty herein. Defendant further
10 acknowledges that the Court's entry of a permanent injunction may have collateral
11 consequences under federal or state law and the rules and regulations of self-
12 regulatory organizations, licensing boards, and other regulatory organizations.
13 Such collateral consequences include, but are not limited to, a statutory
14 disqualification with respect to membership or participation in, or association with
15 a member of, a self-regulatory organization. This statutory disqualification has
16 consequences that are separate from any sanction imposed in an administrative
17 proceeding. In addition, in any disciplinary proceeding before the Commission
18 based on the entry of the injunction in this action, Defendant understands that it
19 shall not be permitted to contest the factual allegations of the Complaint in this
20 action.

21 11. Defendant understands and agrees to comply with the Commission's
22 policy "not to permit a defendant or respondent to consent to a judgment or order
23 that imposes a sanction while denying the allegations in the complaint or order for
24 proceedings." 17 C.F.R. § 202.5. In compliance with this policy, Defendant
25 agrees: (i) not to take any action or to make or permit to be made any public
26 statement denying, directly or indirectly, any allegation in the Complaint or
27 creating the impression that the Complaint is without factual basis; and (ii) that
28 upon the filing of this Consent, Defendant hereby withdraws any papers filed in

1 this action to the extent that they deny any allegation in the Complaint. If
2 Defendant breaches this agreement, the Commission may petition the Court to
3 vacate the Judgment and restore this action to its active docket. Nothing in this
4 paragraph affects Defendant's: (i) testimonial obligations; or (ii) right to take legal
5 or factual positions in litigation or other legal proceedings in which the
6 Commission is not a party.

7 12. Defendant hereby waives any rights under the Equal Access to Justice
8 Act, the Small Business Regulatory Enforcement Fairness Act of 1996, or any
9 other provision of law to seek from the United States, or any agency, or any
10 official of the United States acting in his or her official capacity, directly or
11 indirectly, reimbursement of attorney's fees or other fees, expenses, or costs
12 expended by Defendant to defend against this action. For these purposes,
13 Defendant agrees that it is not the prevailing party in this action since the parties
14 have reached a good faith settlement.

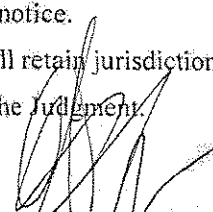
15 13. In connection with this action and any related judicial or
16 administrative proceeding or investigation commenced by the Commission or to
17 which the Commission is a party, Defendant (i) agrees to appear and be
18 interviewed by Commission staff at such times and places as the staff requests
19 upon reasonable notice; (ii) will accept service by mail or facsimile transmission of
20 notices or subpoenas issued by the Commission for documents or testimony at
21 depositions, hearings, or trials, or in connection with any related investigation by
22 Commission staff; (iii) appoints Defendant's undersigned attorney as agent to
23 receive service of such notices and subpoenas; (iv) with respect to such notices and
24 subpoenas, waives the territorial limits on service contained in Rule 45 of the
25 Federal Rules of Civil Procedure and any applicable local rules, provided that the
26 party requesting the testimony reimburses Defendant's travel, lodging, and
27 subsistence expenses at the then-prevailing U.S. Government per diem rates; and
28 (v) consents to personal jurisdiction over Defendant in any United States District

1 Court for purposes of enforcing any such subpoena.

2 14. Defendant agrees that the Commission may present the Judgment to
3 the Court for signature and entry without further notice.

4 15. Defendant agrees that this Court shall retain jurisdiction over this
5 matter for the purpose of enforcing the terms of the Judgment.

6
7 Dated: 1/15/2012


MAMW Real Estate Fund General
Partner, LLC
By: Alex Martinez
Chief Executive Officer

11 State of California
12 County of _____
13


14 On _____, before me, _____,
15 personally appeared _____, who
16 proved to me on the basis of satisfactory evidence to be the person(s) whose
17 name(s) is/are subscribed to the within instrument and acknowledged to me that
18 he/she/they executed the same in his/her/their authorized capacity(ies), and that by
19 his/her/their signature(s) on the instrument the person(s), or the entity upon behalf
20 of which the person(s) acted, executed the instrument.

21 I certify under PENALTY OF PERJURY under the laws of the State of California
22 that the foregoing paragraph is true and correct.

23 WITNESS my hand and official seal.

24 Signature _____ (Seal)

25 Approved as to form:

26 
27 John B. Wallace
28 Rosen & Associates, P.C.
Attorneys for Defendant
MAMW Real Estate Fund General Partner, LLC

PROOF OF SERVICE

I am over the age of 18 years and not a party to this action. My business address is:

[X] U.S. SECURITIES AND EXCHANGE COMMISSION, 5670 Wilshire Boulevard, 11th Floor, Los Angeles, California 90036-3648

Telephone No. (323) 965-3998; Facsimile No. (323) 965-3908.

On January 26, 2012, I caused to be served the document entitled **CONSENT OF DEFENDANT MAMW REAL ESTATE FUND GENERAL PARTNER, LLC TO JUDGMENT OF PERMANENT INJUNCTION AND OTHER RELIEF** on all the parties to this action addressed as stated on the attached service list:

[X] **OFFICE MAIL:** By placing in sealed envelope(s), which I placed for collection and mailing today following ordinary business practices. I am readily familiar with this agency's practice for collection and processing of correspondence for mailing; such correspondence would be deposited with the U.S. Postal Service on the same day in the ordinary course of business.

[] **PERSONAL DEPOSIT IN MAIL:** By placing in sealed envelope(s), which I personally deposited with the U.S. Postal Service. Each such envelope was deposited with the U.S. Postal Service at Los Angeles, California, with first class postage thereon fully prepaid.

[] **EXPRESS U.S. MAIL:** Each such envelope was deposited in a facility regularly maintained at the U.S. Postal Service for receipt of Express Mail at Los Angeles, California, with Express Mail postage paid.

[] **HAND DELIVERY:** I caused to be hand delivered each such envelope to the office of the addressee as stated on the attached service list.

[] **UNITED PARCEL SERVICE:** By placing in sealed envelope(s) designated by United Parcel Service ("UPS") with delivery fees paid or provided for, which I deposited in a facility regularly maintained by UPS or delivered to a UPS courier, at Los Angeles, California.

[] **ELECTRONIC MAIL:** By transmitting the document by electronic mail to the electronic mail address as stated on the attached service list.

[X] **E-FILING:** By causing the document to be electronically filed via the Court's CM/ECF system, which effects electronic service on counsel who are registered with the CM/ECF system.

[] **FAX:** By transmitting the document by facsimile transmission. The transmission was reported as complete and without error.

I declare under penalty of perjury that the foregoing is true and correct.

Date: January 26, 2012

/s/ Susan F. Hannan
Susan F. Hannan

SEC v. MAM WEALTH, LLC et al.
United States District Court – Central District of California
CV 11-2934 SJO (JCx)
(LA-3717)

SERVICE LIST

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Email: [REDACTED]

Defendant in Pro Per

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***Attorneys for Defendants Alex Martinez, MAM Wealth
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LLC***